



JON R O'HARE
17479 7TH AVE SW
NORMANDY PARK, WA 98166

Correction response

Re: Project #6508387-CN

Correction Notice #5

Review Type ECA GEOTECH
Project Address 423 2ND AV ET S
SEATTLE, WA 98104
Contact Email JON@PERMITCNW.COM
SDCI Reviewer Claire Gibson
Reviewer Phone
Reviewer Email Claire.Gibson@seattle.gov
Owner BRITTNEY SHULMAN

Date June 02, 2021
Contact Phone (425) 301-9541

Address Seattle Department of Construction and
Inspections
700 Fifth Ave
Suite 2000
PO Box 34019
Seattle, WA 98124-4019

Applicant Instructions

Please see the attached flyer to learn "[How to Respond to a SDCI Correction Notice](#)".

If the 3-step process outlined in the aforementioned document is not followed, it is likely that there will be a delay in permit issuance and there is a potential for penalty fees.

Please note that SDCI Geotechnical Engineering Section performs geotechnical/ECA review at SDCI's hourly rate, and this charge is in addition to value-based permit fees collected at intake and permit issuance. SDCI charges the hourly rates for the reviewer's time spent on plan and document review as well as email and telephone correspondence.

Additional information used to develop the correction items below is provided in the following sections.

Codes Reviewed

This project has been reviewed for conformance with the following codes: 2012 Seattle Building Code (SBC); Grading Code; Environmentally Critical Areas Regulations (ECA).

Applicant Instructions

Project Description: "Establish use as hotel and construct substantial alterations for a mixed use building, occupy per plan."

Corrections

1. SMC 22.170.080 C. **Repeated and revised item.** Peat Settlement-Prone Area Covenant

We reviewed the draft covenant and found the following items must be corrected:

* Please clarify on the signature page that Sean Boyd is Governor of "Satterberg Foundation", which is Governor of "423 2nd Ave S LLC".

After this correction is made, please sign/notarize the document and record the covenant with the King County Recorder's Office.

As part of the response to your next review cycle, upload confirmation of the recording of the document, including the recording number. The reviewer will check that the proper document was recorded as part of the review cycle.

Attached is the approved/recorded Peat Settlement Prone Area Covenant.

When Recorded, Return to

Seattle Department of Construction and Inspections
700 5th Avenue, Suite 2000
P.O. Box 34019
Seattle, WA 98124-4019

PEAT SETTLEMENT-PRONE AREA COVENANT

GRANTOR: 1) 423 2nd Ave S LLC

2) _____

3) _____

☐ Additional Owners/Grantors on page _____

GRANTEE: THE CITY OF SEATTLE

LEGAL DESCRIPTION (ABBREVIATED):

MAYNARDS D S PLAT ALL LOT 7 TGW ALL LOT 8 LY WLY OF 2ND
AVENUE SOUTH

The complete legal description is found on Exhibit A of the Covenant.

STREET ADDRESS: 423 2nd Ave EXT S

ASSESSOR'S TAX PARCEL ID NO(S). 524780-0595

PERMIT APPLICATION NO(S). 6508387

**COVENANT RUNNING WITH THE LAND,
WITH ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK,
DUTY TO INFORM, NEED FOR INSURANCE, INDEMNITY
AND WAIVER
(Peat Settlement-Prone Area)**

This Covenant is executed in favor of the City of Seattle ("City") by the undersigned owner(s) ("Grantor") of the real property described on Exhibit A (the "Property") on behalf of Grantor and Grantor's heirs, successors and assigns. The Property is located at the following street address:

423 2nd Ave EXT S, Seattle WA 98104

The Property is assigned the following assessor's tax parcel identification number(s):
524780-0595

The undersigned warrants that Grantor has bargained for and negotiated this Covenant with the City and that all owners of the Property have executed this document.

A. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK

1. Grantor acknowledges that the Property is located in or contains a peat settlement-prone area as described in SMC 25.09.012, that the Property is subject to the provisions of SMC Chapter 25.09, SMC Chapter 22.170 and the rules and regulations adopted by the Director of the Seattle Department of Construction and Inspections, and that this Covenant is being executed pursuant to SMC 22.170.080.

2. Grantor understands and acknowledges that there are unique risks associated with development of this Property. Risks of developing in a peat settlement-prone area include without limitation property damage, loss of use, personal injury, alteration of the surrounding groundwater regime, water collection, and ground settlement, occurring on the Property or on other property in the vicinity. Such risks can arise from a variety of development activities, including without limitation: new structures; structural additions or alterations; fill placement; excavation; and temporary, permanent, or intermittent dewatering. Grantor acknowledges that not all risks have been eliminated by the design and engineering of proposed development on the Property.

3. Grantor has decided to proceed with development. Grantor agrees on behalf of Grantor and Grantor's heirs, successors and assigns to accept any and all risks of loss, damage

and injury associated with (a) use of the Property; (b) development or construction on the Property; or (c) any combination thereof.

B. WAIVER

Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, hereby waives any right to assert any and all present and future claims against the City, whether known or unknown, for any loss or damage occurring either on or off the Property, including without limitation personal injury, death, property damage, and loss of use by reason of or arising out of (1) issuance of any permit or approval by the City for development or alteration of the Property, except only for such losses that directly result from the sole negligence of the City; and (2) the risks described in Section A above, except only for such losses that directly result from the sole negligence of the City.

C. INDEMNITY

1. To the full extent of Grantor's negligence and the full extent of the negligence of Grantor's heirs, successors and assigns, as well as the negligence of agents and employees of any of the above, Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of or relating to the City's involvement in permit issuance, inspection, or approval of any development or alteration of the Property, and/or any of the risks described in Section A above, and caused by or resulting from the concurrent negligence of the City or the City's agents or employees, and:

- (a) Grantor or Grantor's agents or employees;
- (b) Grantor's heirs, successors or assigns;
- (c) the agents or employees of Grantor's heirs, successors or assigns; or
- (d) any combination thereof.

2. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages, including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of or relating to the City's involvement in permit issuance, inspection, or approval of any development or alteration of the Property, and/or any of the risks described in Section A above, and caused by or resulting from the non-concurrent negligence of the City or the City's agents or employees, and:

- (a) Grantor or Grantor's agents or employees;
- (b) Grantor's heirs, successors or assigns;
- (c) the agents or employees of Grantor's heirs, successors or assigns; or
- (d) any combination thereof.

3. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages, including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of or relating to any of the risks described in Section A above, and caused by or resulting from the negligence of any and all persons and entities involved in the design, construction, or maintenance of improvements to the Property, other than:

- (a) Grantor and Grantor's agents and employees;
- (b) Grantor's heirs, successors and assigns; and
- (c) the agents or employees of Grantor's heirs, successors or assigns.

4. Nothing in this Section is intended to require indemnification of the City for damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.

5. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, specifically and expressly agrees to waive Grantor's and Grantor's heirs', successors' and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims made by employees of Grantor or Grantor's heirs, successors and assigns. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, specifically and expressly agrees that such waiver of immunity was mutually negotiated by the parties.

D. DUTY TO INFORM

1. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to inform all subsequent heirs, successors and assigns of the Property that: (a) the Property is in or contains a peat settlement-prone area, and (b) that there are risks associated with the Property and development thereon, as described above in Section A.

2. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to provide a copy of this Covenant to any prospective purchaser or assignee of the Property prior to closing or assignment

3. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to inform all subsequent heirs, successors and assigns of the Property of: (a) any conditions or prohibitions on development and of any features of the Property, natural or constructed, or of the development, that will require monitoring, maintenance, modification or replacement; (b) to help identify any such conditions, prohibitions, or features, the advisability of reviewing the City records of any City permit or approval for development or alteration of the Property; and (c) **if this box is checked** ☐, the specific conditions, prohibitions, or features listed in Exhibit B.

E. INSURANCE

Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to further inform all subsequent heirs, successors and assigns of the advisability of obtaining insurance *in addition to* standard homeowner's insurance to specifically cover the risks posed by proposed development in a peat settlement-prone area, including without limitation those risks described above in Section A.

F. RECORDING

This Covenant shall be recorded in the real estate records of the Office of Records and Elections of King County, Washington.

G. RUNNING COVENANT

The parties intend that this Covenant shall run with the land and be binding on Grantor and on Grantor's heirs, successors and assigns.

H. SEVERABILITY

If any provision of this Covenant is held invalid, the remainder of the Covenant is not affected. If the application of this Covenant to any person or circumstance is held invalid, the application of the Covenant to other persons or circumstances is not affected.

EXHIBIT A

**TO COVENANT RUNNING WITH THE LAND WITH ACKNOWLEDGEMENT AND
ACCEPTANCE OF RISK, DUTY TO INFORM, NEED FOR INSURANCE, INDEMNITY
AND WAIVER**

COMPLETE LEGAL DESCRIPTION OF PROPERTY SUBJECT TO COVENANT:

PARCEL A:

THE SOUTH 24 FEET IN WIDTH OF THAT PORTION OF LOT 7, BLOCK 9, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF 2ND AVENUE SOUTH.

PARCEL B:

THAT PORTION OF LOT 8 AND THE NORTH 36 FEET OF LOT 7, BLOCK 9, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF 2ND AVENUE SOUTH.

EXHIBIT B

**TO COVENANT RUNNING WITH THE LAND WITH ACKNOWLEDGEMENT AND
ACCEPTANCE OF RISK, DUTY TO INFORM, NEED FOR INSURANCE, INDEMNITY
AND WAIVER**

**SPECIFIC CONDITIONS, PROHIBITIONS, OR FEATURES, IF ANY,
THAT WILL REQUIRE MONITORING, MAINTENANCE, MODIFICATION OR
REPLACEMENT**

(TO BE COMPLETED BY CITY STAFF ONLY):

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

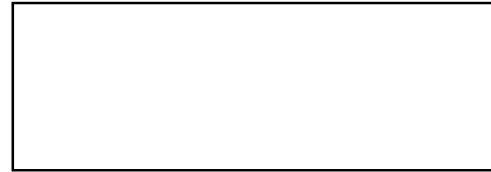
Owner/Grantor _____

Printed Name _____

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that he/she signed this
instrument and acknowledged it to be his/her free and voluntary act for the uses and
purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor _____

Printed Name _____

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that he/she signed this
instrument and acknowledged it to be his/her free and voluntary act for the uses and
purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY
OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)

Date: 6-22-21

423 2nd Ave S LLC

Owner/Grantor

By

Sean Boyd

Printed Name

Its Governor of "Satterberg Foundation"

which is "Governor of 423 2nd Ave S LLC"

State of Washington)

County of KING)ss

I certify that I know or have satisfactory evidence that

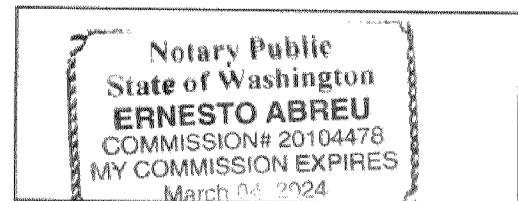
Sean Boyd is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the investment share holder (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of 423 2nd Ave S LLC (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 6/22/2021

NOTARY PUBLIC in and for the State of Washington
Residing at 3601 Stone Way, Seattle WA

My commission expires: 03/09/2024

PRINT NAME: Ernesto Abreu



Use this space for Notary Seal

Date: _____

Owner/Grantor

By _____

Printed Name

Its _____

State of Washington)

County of _____)ss

I certify that I know or have satisfactory evidence that

_____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington

Residing at _____

My commission expires: _____

PRINT NAME: _____



Use this space for Notary Seal

**INSTRUCTIONS TO OWNERS
FOR EXECUTING COVENANT RUNNING WITH THE LAND WITH
ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK, DUTY TO INFORM, NEED
FOR INSURANCE, INDEMNITY AND WAIVER:
(PEAT SETTLEMENT-PRONE AREA COVENANT)**

1. All owners of record must sign a Covenant. If ownership has changed since 1991, Seattle DCI will be able to verify ownership online with the King County Recorder's office. But if the property was purchased before 1991 or in the last 30 days, please be prepared to present a title report or other evidence to Seattle DCI showing that, as of the date of the execution of the covenant, all owners of record have signed the covenant. If any of the owners is an association, partnership, corporation or other entity, or if a person other than an owner is signing as a representative of the owner (Examples: a corporate officer, a guardian pursuant to court order, or a person with a power of attorney for the owner), be prepared to provide Seattle DCI with written proof of the authority of that person to sign this document in a representative capacity, i.e., bring with you copies of corporate minutes, court order, power of attorney, etc., or other document that provides this authority.
2. **THE KING COUNTY RECORDER'S OFFICE WILL NOT RECORD THE DOCUMENT UNLESS EACH PAGE HAS A ONE-INCH MARGIN; PLEASE DO NOT WRITE, TYPE OR PLACE ANYTHING IN ANY OF THE MARGINS, i.e., OUTSIDE OF THE BOX AROUND EACH PAGE.**
3. Cover Sheet:
 - a. Print legibly or type in the complete name(s) of each of the owner(s) in the blanks for "Grantors," using a different line for each owner. Print legibly or type the name as it appears in the ownership records. If there are more than three owners, put a check in the "Additional on page" box and fill in page number 7. Then attach another page with page number 7 in the lower center (with at least a one inch margin on all sides); title the page Additional Owners/Grantors and list the complete names of the other owners/grantors.
 - b. Print legibly or type in the Legal Description of all parcels covered by the permit application.
 - 1) If the entire legal description of the property fits here, print legibly or type it in. Make sure the complete legal description is also provided on Exhibit A.
 - 2) If the entire legal description is too long to fit in the area provided:
 - a) Abbreviate the legal description (including the subdivision or plat, if possible, (e.g., Lot 10, Block 41, A. A. Denny's 6th Addition, as

recorded in vol. 1 of plats, pg. 99, or E20' of N ½ NW ¼ SW ¼
SW ¼ S22, T24N, R4E, W.M.);

- b) Make sure the complete legal description is provided on Exhibit A.
 - c. Print legibly or type in the Street Address.
 - d. Print legibly or type in the Assessor's Tax Parcel ID number(s) for the parcel(s) for which the permit application is made.
 - e. Print legibly or type in the Seattle DCI permit application number(s).
- 4. Page 1: Add the street address and Tax Assessor Parcel Number to Page 1 in the space provided.
 - 5. Page 5, Exhibit A: Print legibly or type the entire legal description of all parcels covered by the permit application on Exhibit A, p. 5.
 - 6. Page 6, Exhibit B: This section to be completed by City Staff only.
 - 7. Signature page(s): Each owner must sign and date each signature.
 - a. Each owner who is an individual should date, sign your name, print your name, and complete one signature block (on the "Individual" signatures page) in front of a notary public. Complete one block for each owner. If there are more than 2 individual owners, make enough copies of the signatures page before executing so that there is one signature block and notary form for each individual owner to sign. Have the notary public fill in the information requested in the notary block. At the bottom of the first page of signatures, put number 6 in the blank after "Page." Number any other signature pages with successive numbers.
 - b.
 - 1) If any owner is an association, partnership, corporation or other entity, or if a person other than an owner is signing as a representative of an owner (Examples: corporate officer, a guardian pursuant to court order, or a power of attorney), use the signature blocks on the page entitled "(Corporate Owner, Partnership Owner, Limited Liability Company Owner/Other Legal Entity Owner)."
 - 2) Use one signature block for each entity owner or for each owner for which someone is signing in a representative capacity. If there are more than 2 entity owners or signors signing in a representative capacity or any combination thereof that equals more than 2, make enough copies of the page before signing so that there is one signature block and notary form for each entity owner and persons signing in a representative capacity.

- 3) For each owner, type or print in the name of the owner entity or the owner for whom someone will be signing in a representative capacity. Whoever is signing should:
 - a) sign and date the form in front of a notary public,
 - b) print legibly or type in the name of the person signing the form,
 - c) print legibly or type in after "Its" the office held or authority for signing in a representative capacity. (Examples: President or CEO of Named Owner Corporation, Partner, Attorney in Fact or Guardian of an individual owner, etc.)
 - 4) At the bottom of the page, fill in the appropriate page number for the last page of the document, and if more than 1 page of entity signatures, number them consecutively as the last pages of the document.
 - c. Notary Public: The signature of each owner's representative must be acknowledged by a Notary Public. Have the notary public complete the information requested in the notary block.
8. **Return the form to Seattle DCI for completion and recording, preferably by mail or hand delivery to the reviewer requesting the document.** If you want a copy of the form before it is filed, make a copy for yourself prior to returning it to Seattle DCI. After recording, you may obtain a copy of the recorded document either online or in person from the County Recorder's office, or you may ask Seattle DCI to make a copy for you at its normal copy charge rate.